

**REMARKS**

This Amendment is submitted together with a Request for Continued Examination under 35 U.S.C. § 132. Applicant requests entry of the foregoing amendments and consideration of the following remarks.

In the Final Office Action, the Examiner rejected claims 1-36 under 35 U.S.C. § 112 as indefinite and under 35 U.S.C. § 103(a) as obvious over U.S. Patent No. 5,871,398 to *Schneier et al.* ("*Schneier*") in view of U.S. Patent No. 5,674,128 to *Holch et al.* ("*Holch*") and further in view of U.S. Patent No. 5,069,453 to *Koza et al.* ("*Koza*").

*Section 112 Rejections*

The Examiner rejected claims 1-36 as indefinite under 35 U.S.C. § 112, ¶ 2. In particular, the Examiner alleged that the claims were ambiguous because they recited sending results of a wager to a first client terminal in combination with sending results of the wager to a second client terminal. By this Amendment, Applicants have amended independent claims 1, 8, 10, 22, 23, 26, 27, 28, 29, 30, 31, 33, 34, 35, and 36. Applicants submit that these independent claims, and the claims that depend therefrom, distinctly point out and claim the subject matter of the present invention. Therefore, Applicants request the withdrawal of the section 112 rejections of claims 1-36.

*Section 103 Rejections*

The Examiner further rejected claims 1-36 under 35 U.S.C. § 103(a) as obvious over *Schneier* in view of *Holch* further in view *Koza*. As pointed out in the M.P.E.P., to establish a *prima facie* case of obviousness under 35 U.S.C. § 103(a), the references, taken alone or combined, must teach or suggest each and every element recited in the claims. M.P.E.P.

§ 2143.03 (8<sup>th</sup> ed., Revised Feb. 2003). *Schneier*, *Holch*, and *Koza*, taken together or separately, fail to teach or suggest every element of claims 1-36, as amended. Therefore, Applicants request the reconsideration and withdrawal of the rejections of claims 1-36 under 35 U.S.C. § 103(a).

As amended, independent claims 1, 8, 10, 22, 23, 26, 27, 28, 29, 30, 31, 33, 34, 35, and 36 recite, among other things, determining the results of a wager before game play has begun and adjusting an account of a patron based on the results before game play has begun. For example, amended claim 1 recites “determining, at the server, the results of the at least one wager before game play has begun” and “adjusting, at the server, an account of the patron based on the results of the at least one wager before game play has begun.” Claim 1 also recites sending the results of the at least one wager to a client terminal during game play. In this way, an embodiment of the present invention enables a patron to purchase a wager and have the results determined and stored promptly. Later, the patron may reveal the results of the wager by, for example, playing a game such as video poker. (Specification, p. 13, ll. 11-14.) By adjusting the patron’s account balance before game play, this embodiment enables a patron to view the updated account balance before game play. (Specification, p. 35, ll. 3-8.)

*Schneier* does not disclose at least adjusting an account of a patron based on the results before game play has begun. Instead, *Schneier* teaches updating a player’s account “as each outcome is revealed” to the player. (*Schneier*, col. 18, ll. 31-33.) The reference discloses an updated cash balance from a player’s account “which represents the payoff on the outcomes/game authorizations accumulated as the game(s) were played.” (*Schneier*, col. 18, ll. 60-63.) Thus, *Schneier* does not teach or suggest adjusting an account of a patron before game play has begun, as recited in amended claim 1.

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Furthermore, neither *Holch* nor *Koza* provides such a teaching. In the system of *Holch*, after a player terminal executes a game, it sends information for crediting or debiting the player's account based on the outcome of the game to an account server. (*Holch*, col. 7, ll. 30-44.) Thus, *Holch* does not teach or suggest adjusting a player's account before game play, as recited in amended claim 1.

*Koza* discloses a lottery system in which tickets are printed with a code corresponding to a winning value. After they are printed, the tickets are distributed to players. (*Koza*, col. 5, ll. 29-44.) The tickets of *Koza* are not related to players before they are distributed, so the system of *Koza* cannot teach or suggest adjusting a player's account before game play, as recited in amended claim 1.

For at least these reasons, *Schneier*, *Holch*, and *Koza*, taken together or separately, fail to teach or suggest every element of amended claim 1 and the claims that depend therefrom, and Applicants request the reconsideration and withdrawal of the section 103(a) rejections of claims 1-7.

The other independent claims, i.e., claims 8, 10, 22, 23, 26, 27, 28, 29, 30, 31, 33, 34, 35, and 36, and the claims that depend therefrom, all recite, among other things, adjusting an account of a patron based on the results before game play has begun. For the reasons given above with respect to claim 1, *Schneier*, *Holch*, and *Koza*, taken together or separately, fail to teach or suggest this claimed subject matter. Therefore, Applicants request the reconsideration and withdrawal of the section 103(a) rejections of claims 8, 10, 22, 23, 26, 27, 28, 29, 30, 31, 33, 34, 35, and 36, and the claims that depend therefrom.

In making the various references to the specification set forth herein, it is to be understood that Applicants in no way intend to limit the scope of the claims to the exemplary

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embodiments shown in the drawings and described in the specification. Rather, Applicants expressly affirm that they are entitled to have the claims interpreted broadly, to the maximum extent permitted by statute, regulation, and applicable case law.

In view of the foregoing amendments and remarks, Applicants respectfully request reconsideration and reexamination of this application and the timely allowance of the pending claims. Please grant any extensions of time required to enter this response and charge any additional required fees to our Deposit Account No. 06-0916.

Respectfully submitted,

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